### **TERMS AND CONDITIONS**

#### **Definitions**

Unless the context otherwise requires, any word, term or expression used in these Terms of Use shall be construed according to its ordinary meaning. This shall be without prejudice to the following:

"Cookies" shall mean a bundle of data sent from a web server to a browser and stored on the hard drive of the computer from which the browser is being accessed;

"Company" shall mean PrimeQuotes Limited;

"Personal Data" shall have the same meaning as is attributed to it.

"Services" shall mean the provision of any services provided by the Company.

"User" or "Users" shall mean anyone making use of the Services provided by the Company and/or anyone accessing the Website of the Company for whatever purpose;

"Website" shall mean the website operated by the Company and having the following url – http://www.primequotes.com

#### Use of Services

Use of the Services provided by the Company through its Website shall be conditional on agreeing to observe the following Terms of Use. Use of the Services provided by the Company shall entail your agreement to be bound by these Terms of Use.

Use of the Services provided by the Company shall be conditional on having access to the World Wide Web, either directly or indirectly. Payment of any fees associated with the said access shall be the responsibility of the User, who shall also be responsible for providing all the necessary equipment to connect to the World Wide Web, whatever form the said equipment may take.

### Proper Use of Services

Users shall use the Services only for lawful purposes and in particular they shall not:

make use of any obscene, threatening, menacing, offensive, defamatory materials or such materials as are in violation of any law or regulation, in breach of confidence, harmful to minors, in breach of intellectual property right or otherwise unlawful when making use of the Services

impersonate any person or entity, falsely state or otherwise misrepresent affiliation with a

### person or entity;

make use of the Services so as to cause other Users or third parties to receive unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation

make use of the Services to knowingly or negligently transmit any electronic material that may be detrimental or/and cause any sort of damage or malfunction to the computer system of the Company or of any other User or third party; and collect or store Personal Data about other Users or third parties

Any breach of the aforementioned shall entitle the Company to terminate your use of the Services.

#### Disclaimer of Warranties

The Company does not offer any warranty as to the accuracy, content, completeness, legality, reliability or operability or availability of information or material made available to and/or by Users. Nor does the Company offer any warranty as to the correct communication, presentation or display of the information made available to and/or by Users.

The Company excludes, in so far as it is allowed by law to do so, any warranty whatsoever related to the Services and in particular it does not offer any warranty as to fitness for a particular purpose and non-infringement of proprietary rights, including intellectual property rights.

Nor does the Company provide any warranties as to the integrity and correctness of the information present on its Website and as to the services advertised on the Website or advertised and/or made available through sites linked thereto.

In particular, with respect to any immovable property that may be advertised on the Website, the Company disclaims any responsibility as to its peaceful possession, title thereto, structural integrity, general conditions and surroundings, and any other condition that may attract liability.

The Company further disclaims any responsibility for any damages whatsoever which may be incurred by any User when making use of the Services. The Company disclaims responsibility for any improper use of Users' Personal Data.

### Limitation of Liability

Under no circumstances shall the Company be held liable in damages of any kind whatsoever to any User.

### Content

The Company shall not be responsible for any content displayed on the Website or any content which is linked to the Website. The Company does not make any representations concerning any effort to review the content and shall not be held liable or responsible for the accuracy, copyright or trademark compliance or legality of any content.

## **Intellectual Property**

All rights, including copyright, in the content of the Website are owned or controlled for these purposes by the Company. Users may only download the content for your own personal non-commercial use.

Users shall are not be allowed to copy, broadcast, download, store (in any medium), transmit, show or play in part or in whole, adapt or change in any way the content of the Website for any other purpose whatsoever without the written permission of the Company

### Changes in Terms of Use and Service

The Company reserves the right to change, alter or modify the Services from time to time, for any reason, and notice, including the right to terminate the services offered by the Company. The Company further reserves the right to change, alter or modify without prior notice the present Terms of Use.

### Privacy

The Privacy Policy of the Company as stated hereunder shall not apply vis-à-vis such data and/or information as a User may disclose to another User.

### **Governing Law**

All disagreements, issues or disputes arising from or related to the use of the Services and/or to the application, interpretation or construction of these Terms of Use shall be resolved in an amicable fashion.

Where no amicable settlement is reached within sixty (60) days, the disagreement, issue or dispute shall be referred to arbitration in terms. The sixty days shall start to run from when either the Company or the User shall formally notify the other party in writing of the existence of a disagreement, issue or dispute.

### **Indemnity and Release**

Users shall indemnify the Company and its parents, subsidiaries, affiliated companies, officers and employees and hold them harmless from any and all claims and expenses, including legal fees arising from your use of the Services.

Users shall release the Company and its parents, subsidiaries, affiliated companies, officers and employees from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever.

### Modification of Service

The Company shall have the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services provided by the Company, in whole or in part, with or without notice.

The Company shall not be liable to any User for any modifications, suspension or discontinuance of the Services.

#### Violation of Terms of Use

Violations of these Terms of Use or any other rights of the Company entitle the Company to pursue any and all legal and equitable remedies against the responsible User including, without limitation, termination of the Services.

Failure by the Company to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision or of any other rights or provisions present in these Terms of Use.

In the event that a court decides, decrees, judges or in any other way considers that one or more rights or provisions set forth in these Terms of Use are invalid, the remainder of the Terms of Use shall be enforceable and, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.